



# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513  
Rule 12D-16.002 F.A.C  
Effective 07/19  
Page 1 of 2

1024.27

(H)

### Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 11, 2024
Property description	HAMMOND CHRIS A 2700 W HERNANDEZ ST PENSACOLA, FL 32505 2700 W HERNANDEZ ST 06-1384-000 LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 5564 (Full legal attached.)	Certificate #	2022 / 2605
		Date certificate issued	06/01/2022

### Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/2605	06/01/2022	527.91	26.40	554.31
<b>→Part 2: Total*</b>				<b>554.31</b>

### Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/2600	06/01/2023	541.06	6.25	44.64	591.95
<b>Part 3: Total*</b>					<b>591.95</b>

### Part 4: Tax Collector Certified Amounts (Lines 1-7)

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,146.26
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	479.59
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. <b>Total Paid (Lines 1-6)</b>	<b>2,000.85</b>

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: Candice Lewis  
Signature, Tax Collector or Designee

Escambia, Florida  
Date April 22nd, 2024

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	25,842.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>10/02/2024</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS + 6.25

**Tax Collector (complete Parts 1-4)**

**Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application**

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

**Part 3: Other Certificates Redeemed by Applicant (Other than County)**

Total. Add the amounts in Columns 3, 4 and 5

**Part 4: Tax Collector Certified Amounts (Lines 1-7)**

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

**Clerk of Court (complete Part 5)**

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 5564 P 618

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400112

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
ASSEMBLY TAX 36, LLC  
ASSEMBLY TAX 36 LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
06-1384-000	2022/2605	06-01-2022	LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 5564 P 618

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file  
ASSEMBLY TAX 36, LLC  
ASSEMBLY TAX 36 LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411

04-11-2024  
Application Date

\_\_\_\_\_  
Applicant's signature



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

← Nav. Mode  Account  Parcel ID →

Printer Friendly Version

General Information		Assessments				
<b>Parcel ID:</b>	1725301300011041	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	061384000	2023	\$18,094	\$84,057	\$102,151	\$51,685
<b>Owners:</b>	HAMMOND CHRIS A	2022	\$9,382	\$75,003	\$84,385	\$50,180
<b>Mail:</b>	2700 W HERNANDEZ ST PENSACOLA, FL 32505	2021	\$9,382	\$59,055	\$68,437	\$48,719
<b>Situs:</b>	2700 W HERNANDEZ ST 32505	<b>Disclaimer</b>				
<b>Use Code:</b>	SINGLE FAMILY RESID	<b>Tax Estimator</b>				
<b>Taxing Authority:</b>	COUNTY MSTU	<b>File for Exemption(s) Online</b>				
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>	<b>Report Storm Damage</b>				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2023 Certified Roll Exemptions
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION
01/2005	5564	618	\$12,000	SC		
04/1999	4403	945	\$25,000	WD		
09/1998	4306	1379	\$100	CT		
06/1996	4000	892	\$31,900	WD		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						<b>Legal Description</b>
						LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 5564 P 618
						<b>Extra Features</b>
						None

**Section Map Id:**  
17-2S-30-2

**Approx. Acreage:**  
0.3077

**Zoned:**

HC/LI  
HC/LI  
HC/LI  
HC/LI  
HC/LI  
HC/LI

**Evacuation & Flood Information**

[View Florida Department of Environmental Protection \(DEP\) Data](#)

[Open Report](#)

Launch Interactive Map

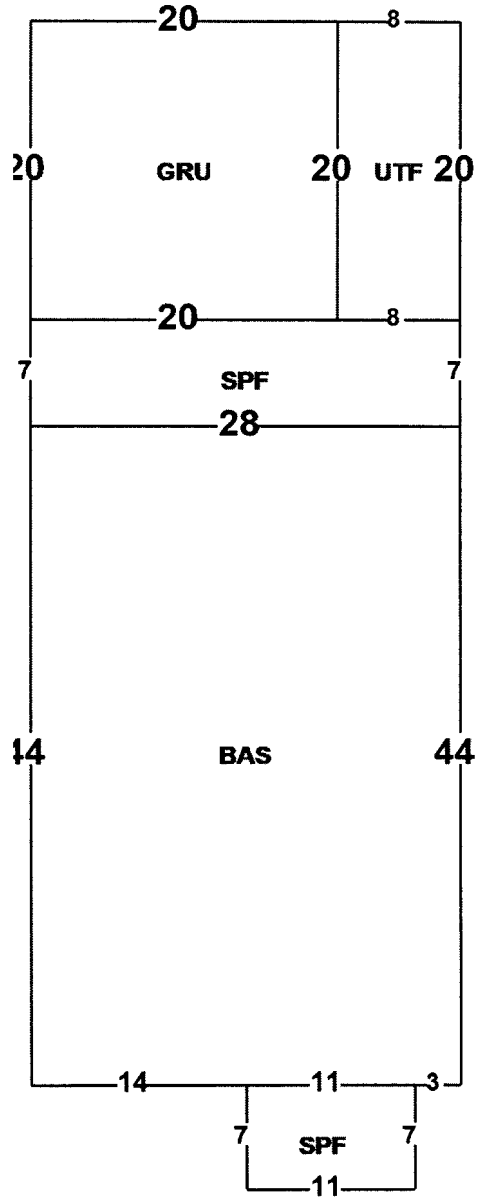
Map controls:

Buildings

Address: 2700 W HERNANDEZ ST, Year Built: 1938, Effective Year: 1938, PA Building ID#: 79073

Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-SIDING-SHT.AVG.  
FLOOR COVER-PINE/SOFTWOOD  
FOUNDATION-WOOD/SUB FLOOR  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-3  
NO. STORIES-1  
ROOF COVER-COMPOSITION SHG  
ROOF FRAMING-GABLE  
STORY HEIGHT-0  
STRUCTURAL FRAME-WOOD FRAME



Areas - 2065 Total SF

BASE AREA - 1232  
GARAGE UNFIN - 400  
SCRN PORCH FIN - 273  
UTILITY FIN - 160

Images



7/8/2020 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 02605**, issued the **1st** day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S  
R 30 OR 5564 P 618**

**SECTION 17, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 061384000 (1024-27)**

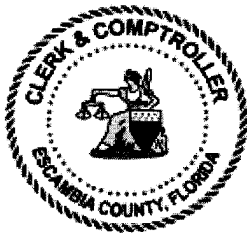
The assessment of the said property under the said certificate issued was in the name of

**CHRIS A HAMMOND**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of October, which is the **2nd** day of **October 2024**.

Dated this 26th day of April 2024.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 06-1384-000 CERTIFICATE #: 2022-2605

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

**This Report is subject to:** Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: June 6, 2004 to and including June 6, 2024 Abstractor: Cody Campbell

BY

Michael A. Campbell,  
As President  
Dated: June 10, 2024

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

June 10, 2024

Tax Account #: **06-1384-000**

1. The Grantee(s) of the last deed(s) of record is/are: **THE ESTATE OF BILL THORNHILL AKA BILLY H. THORNHILL AND JANET M. THORNHILL, AS TO FEE SIMPLE INTEREST, AND CHRIS A. HAMMOND, AS TO A CONTRACTUAL INTEREST**

**By Virtue of Special Warranty Deed recorded 5/3/1999 in OR 4403/945 , together with Agreement recorded 1/25/2005 in OR 5564/618, together with Probate Case No. 2010 CP 000498**

**ABSTRACTOR'S NOTE: ORDER OF SUMMARY ADMINISTRATION RECORDED 7/16/2010 IN OR 6614/228 DOES NOT APPEAR TO SPECIFICALLY DIVEST BILL THORNHILL'S REMAINING FEE SIMPLE INTEREST IN THE PROPERTY, NOR DO WE FIND ANY RECORDED DEEDS DOING SO, SO WE HAVE INCLUDED JANET M. THORNHILL AND THE ESTATE OF BILL THORNHILL FOR NOTIFICATION.**

2. The land covered by this Report is: **See Attached Exhibit "A"**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
  - a. **Mortgage in favor of Bank of the South n/k/a The Warrington Bank recorded 7/17/2000 – OR 4581/1585**
  - b. **Civil Restitution Lien in favor of the State of FL/Escambia County recorded 8/26/2004 – OR 5485/90**

4. Taxes:

**Taxes for the year(s) 2021 - 2023 are delinquent.**

**Tax Account #: 06-1384-000**

**Assessed Value: \$51,685.00**

**Exemptions: HOMESTEAD EXEMPTION**

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.





(CONTINUED FROM PAGE 3)

THE WARRINGTON BANK  
SUCCESSOR BY MERGER  
TO BANK OF THE SOUTH  
P.O. BOX 4877  
PENSACOLA, FL 32507

Certified and delivered to Escambia County Tax Collector, this 10<sup>th</sup> day of May, 2024.

PERDIDO TITLE & ABSTRACT, INC.



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BY: Michael A. Campbell, As It's President

NOTE: The above listed addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

**PROPERTY INFORMATION REPORT**

**June 10, 2024**

**Tax Account #:06-1384-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S  
R 30 OR 5564 P 618**

**SECTION 17, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 06-1384-000(1024-27)**

175.00  
15.00  
160.00



OR BK 4403 PG0945  
Escambia County, Florida  
INSTRUMENT 99-603788

DEED DOC STAMPS PD @ ESC CO \$ 175.00  
05/03/99 ERNIE LEE MAGANA, CLERK  
By: [Signature]

Prepared By and Return To:  
Name: The Law Offices of David J. Stern, P.A.  
801 S. University Drive Suite 500  
Plantation, Florida 33324

Folio Number: 17-2S-30-1300-011-041  
Loan No: 2002547830

### Special Warranty Deed

THIS INDENTURE, made this 14th day of April, 1999, between **BARNETT BANK, N.A. FORMERLY BARNETT BANK OF JACKSONVILLE, N.A. AS SUCCESSOR BY MERGER WITH BARNETT BANK OF WEST FLORIDA** whose address is: **C/O NATIONS Banc, 205 PARK CLUB LANE, Buffalo, New York 14231, hereinafter called the Grantor**, to **BILL THORNHILL**, a single man, **hereinafter called the Grantee**, whose mailing address is: **8620 ORANGE AVENUE, Pensacola, Florida 32534**

(Wherever used herein the terms "Grantor and Grantee" include the parties to this instrument and their heirs, legal representatives and assignees of individuals, and assigns of corporations)

WITNESSETH: the Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged by these presents does grant, bargain and sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Escambia County, Florida, viz:

**LENGTHY LEGAL, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, BY REFERENCE**

Subject to: Restrictions, limitations, conditions, reservations, covenants and easements of Record, if any, all applicable zoning ordinances, and Taxes for the current year and all subsequent years.



TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in otherwise appertaining.

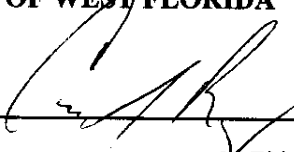
AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land, that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its' name, and its' corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Wherever the text in this Deed so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural.

**BARNETT BANK, N.A. FORMERLY BARNETT  
BANK OF JACKSONVILLE, N.A. AS  
SUCCESSOR BY MERGER WITH BARNETT  
BANK OF WEST FLORIDA**

  
\_\_\_\_\_  
Witness Name: CAMILLE JOSEPH  
  
\_\_\_\_\_  
Witness Name: LOIS DICARLO

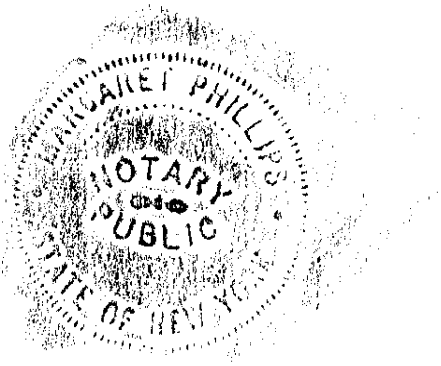
By:   
\_\_\_\_\_  
**CARY J. RACZ  
VICE PRESIDENT**

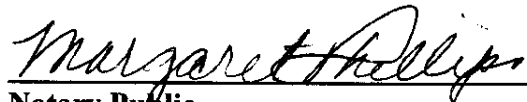
(Corporate Seal)

**STATE OF New York  
COUNTY OF Erie**

The foregoing instrument was acknowledged before me this 14th day of April, 1999 by Cary J. Racz as Vice President, of BARNETT BANK, N.A. FORMERLY BARNETT BANK OF JACKSONVILLE, N.A. AS SUCCESSOR BY MERGER WITH BARNETT BANK OF WEST FLORIDA on behalf of the corporation, who is personally known to me and who did take an oath.

[Notary Seal]



  
\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Margaret Phillips  
Notary Public NY State  
Qualified in Erie County  
Reg. No. 01PH5014360  
Expiration Date July 15, 1999

RCD May 03, 1999 09:34 am  
Escambia County, Florida

## Exhibit A

AGENT'S REFERENCE NO.: 99-C6101

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 99-603788

Lots 11, 12 and 13, Block 41 of HAZLEHURST, a Subdivision of Lot 4 and Parts of 3 and 5, Section 17, and Lots 3 and 4, Section 31, Township 2 South, Range 30 West, Escambia County, Florida, as recorded in Deed Book 55, at Page 262, of the Public Records of said County, and also that portion of a 20 foot wide alleyway as described in Official Records Book 2417, at Page 430; the Alley Way running through Block 41, HAZLEHURST, the ALBERT HAZEL LAND COMPANY'S SUBDIVISION of a Portion of Section 17 and 31, Township 2 South, Range 30 West, in Escambia County, Florida, according to Map of the Subdivision recorded in Deed Book 55, at Page 262, of the Public Records; said Alleyway bordered by Lots 1 through 20, of Block 41.

Agreement for Deed

Return to: (enclose self-addressed stamped envelope)

Name: BILLY H. THORNHILL
Address: 1303 Grand Avenue
Yazoo City, MS 39194
This Instrument Prepared by: Frances S. Weiner
Name: SOS-SHUTE ORGANIZATIONAL SERVICES
Address: 104 E. Nine Mile Road
Pensacola, FL 32534
Property Appraisers Parcel Identification
Folio Number(s):
Grantee(s) S.S. (s)

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Agreement. Made this \_\_\_\_\_ day of \_\_\_\_\_

Between BILLY H. THORNHILL and JANET M. THORNHILL, Husband and Wife
1303 Grand Avenue, Yazoo City, MS 39194, part ies of the first part, and
CHRIS A. HAMMOND, 2700 W Hernandez St, Pensacola, FL 32505, part y of the second

part. Witnesseth. That if the said part y of the second part, shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said part ies of the first part hereby covenant and agree to convey and assure to the said part y of the second part, his heirs, personal representatives, administrators or assigns, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, the lot s piece s or parcel s of land, situated in the county of Escambia, State of Florida, known and described as follows, to wit:

SEE ATTACHED EXHIBIT "A" HERETO ATTACHED AND MADE A PART OF THIS AGREEMENT FOR DEED.

and the said part y of the second part hereby covenant s and agree s to pay to the said part ies of the first part the sum of (\$42,000.00) Forty-Two Thousand and no/100 Dollars, in the manner following: Down Payment of (\$10,000.00) Ten Thousand Dollars receipt of which is hereby acknowledged and (\$32,000.00) Thirty-Two Thousand Dollars in 120 monthly payments with interest at the rate of \*6.5\* per centum per annum, payable first day of each month annually on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 2004

and to keep the buildings upon said premises insured in some company satisfactory to the part ies of the first part, and payable for the parties, respectively as their interests may appear, in a sum not less than Full insurable value or Forty-Two Thousand Dollars during the term of this agreement. And in case of failure of the said part y of the second part to make any of the payments or any part thereof, or to perform any of the covenants on their part hereby made and entered into, this contract shall, at the option of the part ies of the first part, be forfeited and terminated, and the part y of the second part shall forfeit all payments made by him on this contract; and such payments shall be retained by the said part ies of the first part in full satisfaction and liquidation of all damages by them sustained, and the said part ies of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor, and at the option of the part ies of the first part the unpaid balance shall without demand become due and payable, and all costs and expenses of collection of said moneys by foreclosure or otherwise, including attorney's fees, shall paid by the part y of the second part, and the same are hereby secured as well by a Quit Claim Deed in case of

It is mutually Agreed, by and between the parties hereto, that the time of each payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, personal representatives, administrators and assigns of the respective parties.

In Witness Whereof, The parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature (as to Seller) JEAN JOHNSON
Printed Name JEAN JOHNSON
Witness Signature (as to Seller) JOHN V JOHNSON
Printed Name JOHN V JOHNSON
Witness Signature (as to Buyer) DIANE E MENDOZA
Printed Name DIANE E MENDOZA
Witness Signature (as to Buyer) KRISTI HEINTSDMAN
Printed Name KRISTI HEINTSDMAN

Seller Signature BILLY H. and JANET M. THORNHILL
Printed Name BILLY H. and JANET M. THORNHILL
Post Office Address 1303 Grand Ave., Pensacola, FL 39194
Buyer Signature CHRIS A. HAMMOND
Printed Name CHRIS A. HAMMOND
Post Office Address 2700 W. Hernandez St, Pensacola, FL 32505

SPACE ABOVE THIS LINE FOR RECORDING DATA

STATE OF Mississippi  
COUNTY OF Yazoo

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

Billy H. Thornhill and Janet M. Thornhill

Billy H. Thornhill  
Janet M. Thornhill

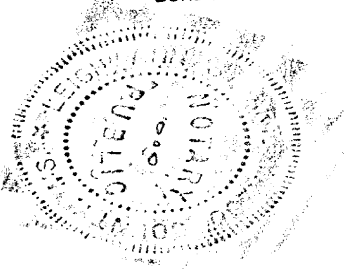
known to me to be the person  described in and who executed the foregoing instrument, who acknowledged before me that SAid M. Thornhill executed the same, and an oath was not taken. (Check one: )  Said person(s) is/are personally known to me.  Said person(s) provided the following type of identification: \_\_\_\_\_

NOTARY RUBBER STAMP SEAL  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 16, 2007  
BONDED THRU STEGALL NOTARY SERVICE

Witness my hand and official seal in the County and State last aforesaid

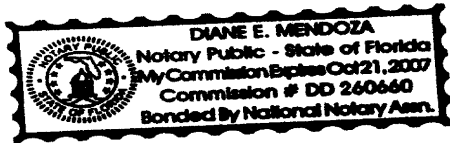
this 8<sup>th</sup> day of January, A.D. 2005

Leigh Ann Stuart  
Notary Signature  
Leigh Ann Stuart  
Printed Name



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I CERTIFY THAT ON THIS 25TH DAY OF JANUARY, 2005 PERSONALLY APPEARED CHRIS A. HAMMOND, WHO PRESENTED A FLORIDA DRIVERS LICENSE AND EXECUTED THE FOREGOING INSTRUMENT WITH NO OATH TAKEN.



WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY OF ESCAMBIA STATE OF FLORIDA ON THIS 25TH DAY OF JANUARY, 2005.

[Signature]  
DIANE E. MENDOZA  
NOTARY PUBLIC exp 10-21-07

\_\_\_\_\_

Dated \_\_\_\_\_

CHRIS A. HAMMOND

Or

Articles of Agreement  
FOR DEED



## EXHIBIT "A"

Lots 11, 12, and 13, Block 41 of HAZLEHURST, a Subdivision of Lot 4 and Parts of 3 and 5, Section 17, and Lots 3 and 4, Section 31, Township 2 south, Range 30 West, Escambia County, Florida, as recorded in Deed Book 55, at Page 262, of the Public Records of said County, and also that portion of a 20-foot wide alleyway as described in Official Records Book 2417, at Page 430; the alleyway running through Block 41, HAZLEHURST, the ALBERT HAZEL LAND COMPANY'S SUBDIVISION of a Portion of Section 17 and 31, Township 2 South, Range 30 West, in Escambia County, Florida, according to Map of the Subdivision recorded in Deed Book 55, at Page 262, of the Public Records; said alleyway bordered by Lots 1 through 20, of Block 41.

## SATISFACTION OF MORTGAGE

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I (We) the undersigned owner of a mortgage (and of the indebtedness secured thereby) made by Chris A Hammond to Janet M. Thornhill for \$ 32,000.00 on the 25th day of January 2005, A.D., and recorded in Official Records Book 5564 at page 618 of the records of the above county, do hereby acknowledge that the said indebtedness has been paid, and do hereby cancel the said mortgage.

Janet Thornhill  
Signature  
Janet Thornhill  
Name (please print)

Prepared by: Janet Thornhill  
Name  
2508 Sherrilane Dr  
Address  
Centerville FL  
City/State 32533  
Signature  
Name (please print)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the undersigned Notary Public, personally appeared Janet M. Thornhill, who is personally known to me or who has produced identification FLDL and who did  did not take an oath.

Given under my hand and official seal this 3rd day of April A.D., 2014.



Marcia L. Schultz  
Notary Public Marcia L. Schultz  
My commission expires 7/26/2015

3300.  
87.50  
50.00

This instrument prepared by:  
A. ALAN MANNING, Esquire  
Clark, Partington, Hart, Larry,  
Bond & Stackhouse  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(850) 434-9200

OR BK 4581 PG1585 Escambia County, Florida INSTRUMENT 2000-752409  MTS DOC STAMPS PD @ ESC CO \$ 87.50 07/17/00 ERNIE LEE WARRING, CLERK By: <i>Sally Arnold</i>  INTANGIBLE TRS PD @ ESC CO \$ 50.00 07/17/00 ERNIE LEE WARRING, CLERK By: <i>Sally Arnold</i>
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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**MORTGAGE AND SECURITY AGREEMENT**

For Clerk's Use Only

**THIS MORTGAGE AND SECURITY AGREEMENT**, dated the 6th day of July, 2000, from **BILLY H. THORNHILL**, a single man, whose address is 2700 W. Hernandez Street, Pensacola, FL 32505-5914 (hereinafter the "Mortgagor"), to **BANK OF THE SOUTH**, a Florida banking corporation, whose address is Post Office Box 3229, Pensacola, FL 32516. (hereinafter the "Mortgagee"), WITNESSETH:

**SECTION 1.**

**1.01 PREMISES.** Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "Premises"):

**A. REAL PROPERTY.** That certain real property lying and being in Escambia County, Florida and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

**B. IMPROVEMENTS.** All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantles, air conditioning apparatus, refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements and all other furnishings, fixtures, machinery, equipment, appliances, materials, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation and enjoyment of the Real Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Mortgagor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreements, conditional sales contract, chattel mortgage or similar liens or claims, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them.

**C. APPURTENANCES.** All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Real Property or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Mortgagee, its successors and assigns in fee simple forever.

**1.02 PERMITTED ENCUMBRANCES.** Mortgagor, for himself, his heirs, successors, assigns and legal representatives, covenants with Mortgagee, its successors and assigns, that: (i) Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagor, his heirs and assigns at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; that the Premises and every part thereof is free from all encumbrances of every kind and character except for taxes assessed for the year of closing and those matters, if any, described on Exhibit "A" attached hereto and made a part hereof (the "Permitted Encumbrances"); that the Mortgagor will make such further assurances to perfect the fee simple title to the Premises in Mortgagee, its successors and assigns, as may reasonably be required; that the Mortgagor does hereby fully warrant the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Encumbrances; (ii)

Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and all other documents or instruments evidencing or securing the Secured Indebtedness, as those terms are hereinafter defined; (iii) the Premises and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations; (iv) no part of the Real Property has been artificially filled; and (v) Mortgagor has lawful access to the Premises from a public road.

**1.03 SECURED INDEBTEDNESS.** This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note (the "Note") of date even herewith for the sum of **TWENTY-FIVE THOUSAND and 00/100 Dollars (\$25,000.00)** made by the Mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by the Mortgage, all notes, claims, demands, liabilities and obligations which Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00); and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself and his successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statutes 697.04(1)(b); and

C. The compliance with all the covenants, agreements and stipulations of this Mortgage, the Note, and any and all documents or instruments evidencing, securing or otherwise executed in connection with the Secured Indebtedness.

**1.04 ASSIGNMENT OF LEASES AND RENTS.** Mortgagor hereby assigns, transfers, sets over and pledges to Mortgagee, its successors and assigns, as further security and means for the discharge of the Secured Indebtedness, all leases of all or any part of the Premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Premises and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

## SECTION 2.

Mortgagor further covenants and agrees as follows:

**2.01 PAYMENT OF INDEBTEDNESS.** To pay all and singular the principal and interest and other sums of money payable by virtue of the Secured Indebtedness, as in the Note, any instrument or instruments evidencing one or more future or additional advances, and/or this Mortgage provided, promptly on the days that the same respectively become due.

**2.02 MAINTENANCE AND REPAIR:** To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Premises or any part thereof. Mortgagor shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises, and shall not join in, consent to or initiate any change in such restrictive covenants, statutes, ordinances or requirements without the express written consent of Mortgagee.

**2.03 TAXES, LIENS AND OTHER CHARGES.** To pay all and singular the taxes, assessments, obligations and encumbrances of every nature now on the Premises or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the Secured Indebtedness and at the option of Mortgagee, shall bear interest from the date of each such payment at the maximum rate allowed by law. Upon

notification from Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on installment paying dates in the Note, until said Note is fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay the same thirty (30) days before the date upon which they become past due. In no event shall Mortgagee be liable for any interest on any amount paid to it as herein required, and the money so received shall be held in a separate account, pending payment or application thereof as herein provided. As required by Mortgagee, Mortgagor shall furnish to Mortgagee, at least thirty (30) days before the date on which same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Mortgagee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and the validity of such charges.

**2.04 INSURANCE.** Mortgagor will keep the Premises insured against loss or damage by fire, flood and such other risks and matters including, without limitation, business interruption, rental loss, public liability and boiler insurance, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100% of the full insurable value of the Premises and shall pay the premiums for such insurance as same become due and payable. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will assign and deliver the Policies to Mortgagee. Not later than thirty (30) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Secured Indebtedness in such priority and proportions as Mortgagee in its discretion shall deem proper or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the Secured Indebtedness.

**2.05 EXPENSES.** To pay all and singular the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the Secured Indebtedness or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the Secured Indebtedness and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

**2.06 CONDEMNATION.** Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If, prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

**2.07 REPAIRS BY MORTGAGEE.** Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the Premises in good condition and repair, and all sums so expended shall be added to and become a part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same.

**2.08 INDEMNIFICATION.** Mortgagor shall protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation attorneys' fees and expenses) imposed upon or incurred by or asserted against Mortgagee by reason of (a) ownership of this Mortgage, the Premises or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to Mortgagee by reason of the application of this paragraph shall become part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of



the Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same. The obligations of Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

**2.09 HAZARDOUS SUBSTANCES.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (hereinafter defined) on or in the Premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law (hereinafter defined). Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law at Mortgagor's expense. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, and the following substances: (i) gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides and volatile solvents (other than such small quantities thereof as are generally recognized as being appropriate to normal use and to maintenance of the Premises), and (ii) materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection. To the maximum extent permitted by applicable law, Mortgagor shall indemnify Mortgagee and Mortgagee's successors, assigns, officers, directors, shareholders, employees, affiliates and agents (collectively, the "Indemnitees") against any and all liabilities, losses, damages or expenses suffered or incurred by Indemnitees as the result of Mortgagor's failure to observe or perform any of the provisions of this paragraph, as a result of the failure of Mortgagor or any other person to comply with any Environmental Law affecting the Premises or as a result of the presence, storage, disposal or treatment on the Premises of any Hazardous Substance. The indemnification obligations of Mortgagor under this paragraph shall survive payment or satisfaction of the Secured Indebtedness and any acquisition of the Premises by Mortgagee by foreclosure of this Mortgage, by conveyance in lieu of foreclosure or otherwise, and such provisions shall remain in full force and effect as long as the possibility exists that Indemnitees may suffer or incur any such liabilities, losses, damages or expenses.

### SECTION 3

**3.01 EVENT OF DEFAULT.** Each of the following events shall constitute an "Event of Default" under this Mortgage: (i) should Mortgagor fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable; (ii) should any warranty or representation of Mortgagor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect; (iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished; (iv) should any federal tax lien or claim of lien for labor or material be filed of record against Mortgagor or the Premises and not be removed by payment or bond within thirty (30) days from date of recording; (v) should any claim of priority to this Mortgage by title, lien or otherwise be asserted in any legal or equitable proceeding which is not fully covered by applicable title insurance; (vi) should Mortgagor or any guarantor of the Secured Indebtedness make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Mortgagor or any guarantor of the Secured Indebtedness or of any of Mortgagor's or any guarantor's of the Secured Indebtedness property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Mortgagor or any guarantor of the Secured Indebtedness pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Mortgagor or any guarantor of the Secured Indebtedness be adjudicated a bankrupt or insolvent, or should Mortgagor or any guarantor of the Secured Indebtedness in any proceeding admit his insolvency or inability to pay his debts as they fall due or should Mortgagor, if a corporation, be liquidated or dissolved; (vii) should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreement, obligations and conditions set out in this Mortgage, or in the Note or in any instrument given with respect to the Secured Indebtedness; (viii) should Mortgagor transfer, convey, encumber, mortgage, grant a security interest in or otherwise convey any interest in the Premises whatsoever without the prior written consent of Mortgagee excluding the creation of a purchase money security interest for household appliances, a transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of any leasehold interest of three (3) years or less not containing an option to purchase; (ix) should there occur, without the prior written consent of Mortgagee, any change in the ownership of Mortgagor, if Mortgagor is not an individual; (x) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any mortgage or any note secured by said mortgage or any other document or security instrument given in connection therewith given from Mortgagor to Mortgagee; (xi) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any other mortgage encumbering all or any portion of the Premises; or (xii) should Mortgagor hereafter attempt to limit the maximum principal amount which may be secured by this Mortgage.

**3.02 REMEDIES.** If an Event of Default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this Mortgage as to the

amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

3.03 **RECEIVER.** In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

#### SECTION 4

4.01 **PRIOR LIENS, LEASEHOLD, OR CONDOMINIUM.** If this is a junior Mortgage, or if this is a mortgage on a leasehold estate, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage or the lease. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage. If this is a junior Mortgage and Mortgagor increases the amount due on any prior mortgage without Mortgagee's prior written consent, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable forthwith and thereupon may, at its option, proceed to foreclose this Mortgage. If this is a Mortgage on a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

4.02 **NOTICES.** Any notice, election, or other communication required or permitted hereunder shall be in writing and shall be either: (i) delivered in person; (ii) sent by overnight courier service; or (iii) sent by certified or registered United States mail, return receipt requested, to the addresses for Mortgagor and Mortgagee set forth on the first page of this Mortgage. Any notice, election, or other communication delivered or mailed as aforesaid shall, if delivered in person, be effective upon date of delivery, if couriered by overnight delivery service be effective on the date of delivery and if mailed, such notice shall be effective upon date of actual receipt. Any notice delivered to the address or addresses set forth above to the respective party shall be deemed delivered if delivery thereof is rejected or refused at the address provided. Each party hereto may change its address and addressee for notice, election, and other communication from time to time by notifying the other parties hereto of the new address and addressee in the manner provided for giving notice herein.

4.03 **SUBROGATION.** To the extent of the Secured Indebtedness, Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the Premises which is paid or satisfied, in whole or in part, from the proceeds of the loan evidenced by the Secured Indebtedness or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the Secured Indebtedness, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

4.04 **GENERAL.** The provisions hereof shall be binding upon and shall inure to the benefit of Mortgagor, the heirs, executors, administrators, legal representatives, successors and assigns (including without limitation subsequent owners of the Premises) and shall be binding upon and inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Secured Indebtedness hereby secured, and any successors or assigns of any future holder of the Secured Indebtedness. This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage. In no event shall all charges in the nature of interest charged or taken on this Mortgage or in connection with the Secured Indebtedness exceed the maximum allowed by law and in the event such charges cause the interest to exceed said maximum allowed by law, such interest shall be recalculated, and such excess shall be credited to principal, it being the intent of the parties that under no circumstances shall the Mortgagor be required to pay any charges in the nature of interest in excess of the maximum rate allowable by law. In the case any one or more of the covenants, agreements, terms, or provisions contained in this Mortgage or in the Note shall be held or found invalid, illegal, or unenforceable





**EXHIBIT "A"**

Lots 11, 12 and 13, Block 41 of HAZLEHURST, a Subdivision of Lot 4 and parts of 3 and 5, Section 17, and Lots 3 and 4, Section 31, Township 2 South, Range 30 West, Escambia County, Florida, as recorded in Deed Book 55, at Page 262, of the Public Records of said County, and also that portion of a 20 foot wide alleyway as described in Official Records Book 2417, Page 430; the alleyway running through Block 41, Hazlehurst, the Albert Hazel Land Company's Subdivision of a portion of Section 17 and 31, Township 2 South, Range 30 West, in Escambia County, Florida, according to map of the Subdivision recorded in Deed Book 55, at Page 262, of the Public Records; said Alleyway bordered by Lots 1 through 20, of Block 41.

RCD Jul 17, 2000 09:40 am  
Escambia County, Florida

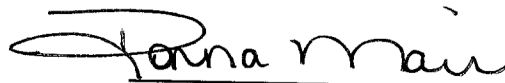
Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 2000-752409

Prepared by & return to:  
Matthew C. Hoffman  
Carver Darden  
151 West Main Street, Suite 200  
Pensacola, Florida 32502  
File No. 4720.42940

**AFFIDAVIT OF MERGER**  
(Bank of the South and The Warrington Bank)

BEFORE ME, on this date, personally appeared **Donna Mair**, who after being duly cautioned and sworn, on her oath, deposes and says:

1. That I am over the age of 18, and make this affidavit on my own personal knowledge.
2. That I am the President of The Warrington Bank, a Florida banking corporation ("Warrington Bank").
3. That Warrington Bank and Bank of the South, a Florida banking corporation ("Bank of the South") entered into an Agreement and Plan of Merger dated July 14, 2021, as amended (collectively, the "Merger Agreement") to merge, with Warrington Bank as the succeeding and resulting bank after said merger.
4. That effective April 1, 2022, Bank of the South merged into Warrington Bank pursuant to the Merger Agreement, as evidenced by the Certificate of Merger dated March 29, 2022 issued by the Florida Office of Financial Regulation, a true and correct copy of which is attached hereto as **Exhibit "A"**.

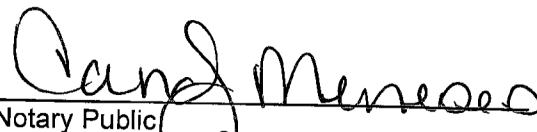
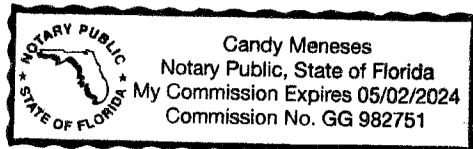


**Donna Mair**  
President of The Warrington Bank

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Sworn to and subscribed before me by means of (  ) physical presence or (  ) online notarization this 8<sup>th</sup> day of August, 2022 by Donna Mair, President of the Warrington Bank, a Florida banking corporation, (  ) who is personally known to me or (  ) who produced a valid driver's license as identification.

  
Notary Public

Printed Name: Candy Meneses

EXHIBIT  
"A"

# OFFICE OF FINANCIAL REGULATION CERTIFICATE OF MERGER

WHEREAS, Section 658.41, Florida Statutes, provides for the merger and consolidation of financial institutions; and

WHEREAS, the Office of Financial Regulation ("Office") is satisfied that the terms of the Agreement and Plan of Merger between the financial institutions described below comply with the Florida Statutes, and that the other regulatory conditions of the Office have been met,

NOW, THEREFORE, I, Russell C. Weigel, III, Commissioner, Office of Financial Regulation, do hereby issue this Certificate authorizing consummation of the merger and consolidation of the following constituent financial institutions:

- The Warrington Bank, Pensacola, Escambia County, Florida Charter #454
- Bank of the South, Pensacola, Escambia County, Florida Charter #558
- Five Flags Interim Bank, Pensacola, Escambia County, Florida

under the charter of: The Warrington Bank  
under the title of: The Warrington Bank  
under State Charter No: 454

And, the Office further authorizes The Warrington Bank to continue the transaction of a general banking business with its main office at 4093 Barrancas Avenue, Pensacola, Escambia County, Florida, and with branch offices as authorized by law. On the effective date of merger, 12:01 a.m., eastern daylight time on April 1, 2022, the charter and franchise of Bank of the South shall be deemed terminated and surrendered.



Signed and Sealed this 29<sup>th</sup> day of March 2022.

*[Handwritten Signature]*  
\_\_\_\_\_  
Russell C. Weigel, III, Commissioner  
Office of Financial Regulation



Commissioner Russell C. Weigel, III

Having been approved by the Office of Financial Regulation on March 2, 2022, to allow for the formation of Five Flags Interim Bank, Pensacola, Escambia County, Florida and to merge The Warrington Bank, Pensacola, Escambia County, Florida and Bank of the South, Pensacola, Escambia County, Florida with and into Five Flags Interim Bank, Pensacola, Escambia County, Florida with The Warrington Bank, Pensacola, Escambia County, Florida being the resulting institution and being satisfied that the conditions of approval have been met, I hereby approve for filing with the Department of State, the attached "Articles of Incorporation" for Five Flags Interim Bank and the "Agreement and Plan of Merger" so that at 12:01 a.m., eastern daylight time on April 1, 2022, they shall read as stated herein.

Signed on this 29<sup>th</sup> day of March 2022.

**Russell C. Weigel, III, Commissioner,  
Office of Financial Regulation**

www.flor.gov  
101 East Gaines Street, Tallahassee, Florida 32399-0370  
(850) 410-9601 • FAX (850) 410-9663  
Mailing Address: 200 East Gaines Street, Tallahassee, Florida 32399-0370

IN THE COUNTY COURT OF ESCAMBIA COUNTY, FLORIDA

RCD Aug 26, 2004 09:22 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-279671

STATE OF FLORIDA  
Plaintiff,

CASE NO: 2003 MM 020728 A

vs.

DIVISION: V

CHRISTOPHER ALAN HAMMOND  
Defendant.

CIVIL RESTITUTION LIEN ORDER  
IN FAVOR OF ESCAMBIA COUNTY, FLORIDA

Pursuant to the provisions of the Florida Civil Restitution Lien and Crime Victims' Remedy Act of 1994,

IT IS ORDERED THAT a civil restitution lien is hereby entered against the above-named defendant in favor of Escambia County, Florida in the amount of \$4,000.00 that shall bear interest at the rate set forth in §55.03, Florida Statutes, for which let execution issue.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the property, both real and personal, of the defendant.

ORDERED at Pensacola, Escambia County, Florida, the 20<sup>th</sup> day of August, 2004.

  
COUNTY COURT JUDGE

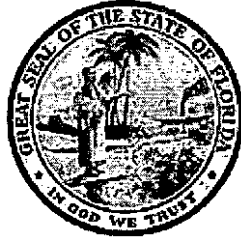
Conformed Copy: ✓ CHRISTOPHER ALAN HAMMOND, Defendant  
5562 HOLLY PINES LN  
MILTON, FL 32570  
DOB: 04/15/1982



Certified Copy: Clerk of Court, Recording

COUNTY CRIMINAL DIVISION  
FILED & RECORDED  
2004 AUG 23 P 3:50  
ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW  
 JURY ASSEMBLY  
 JUVENILE  
 MENTAL HEALTH  
 MIS  
 OPERATIONAL SERVICES  
 PROBATE  
 TRAFFIC



**COUNTY OF ESCAMBIA  
 OFFICE OF THE  
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES  
 ARCHIVES AND RECORDS  
 JUVENILE DIVISION  
 CENTURY**

CLERK TO THE BOARD OF  
 COUNTY COMMISSIONERS  
 OFFICIAL RECORDS  
 COUNTY TREASURY  
 AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
 Tax Certificate Redeemed From Sale  
 Account: 061384000 Certificate Number: 002605 of 2022**

**Payor: RYAN SAUCEDA 2700 W HERNANDEZ ST PENSACOLA FL 32505      Date 8/8/2024**

Clerk's Check #	1	Clerk's Total	<del>\$197.04</del>
Tax Collector Check #	1	Tax Collector's Total	<del>\$2,187.18</del>
		Postage	<del>\$74.00</del>
		Researcher Copies	<del>\$0.00</del>
		Recording	<del>\$10.00</del>
		Prep Fee	<del>\$7.00</del>
		Total Received	<del>\$2,775.22</del>

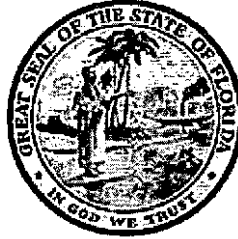
**\$2,290.51**

**\$2,307.51**

**PAM CHILDERS  
 Clerk of the Circuit Court**

Received By:  
 Deputy Clerk

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW  
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 JUVENILE  
 MENTAL HEALTH  
 MIS  
 OPERATIONAL SERVICES  
 PROBATE  
 TRAFFIC



**COUNTY OF ESCAMBIA  
 OFFICE OF THE  
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES  
 ARCHIVES AND RECORDS  
 JUVENILE DIVISION  
 CENTURY**

CLERK TO THE BOARD OF  
 COUNTY COMMISSIONERS  
 OFFICIAL RECORDS  
 COUNTY TREASURY  
 AUDITOR

**Case # 2022 TD 002605  
 Redeemed Date 8/8/2024**

**Name RYAN SAUCEDA 2700 W HERNANDEZ ST PENSACOLA FL 32505**

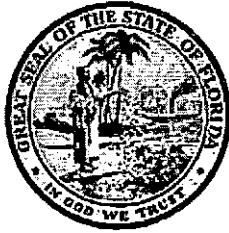
Clerk's Total = TAXDEED	\$497.04	<b>\$2,290.51</b>
Due Tax Collector = TAXDEED	\$2,87.18	
Postage = TD2	\$74.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
------	--------	------	-------------	------------	------------

**FINANCIAL SUMMARY**

No Information Available - See Dockets



**PAM CHILDERS**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY, FLORIDA**

**Tax Deed - Redemption Calculator**

Account: 061384000 Certificate Number: 002605 of 2022

Redemption  No  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="10/2/2024"/>	Redemption Date <input type="text" value="8/8/2024"/>
Months	6	4
Tax Collector	<input type="text" value="\$2,000.85"/>	<input type="text" value="\$2,000.85"/>
Tax Collector Interest	\$180.08	\$120.05
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,187.18	<input type="text" value="\$2,127.15"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$41.04	\$27.36
Total Clerk	\$497.04	<input type="text" value="\$483.36"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$74.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$2,775.22	\$2,627.51
	Repayment Overpayment Refund Amount	\$147.71
Book/Page	<input type="text" value="9137"/>	<input type="text" value="679"/>



## RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 9137, Page 679, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 02605, issued the 1st day of June, A.D., 2022

TAX ACCOUNT NUMBER: 061384000 (1024-27)

DESCRIPTION OF PROPERTY:

LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S  
R 30 OR 5564 P 618

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: CHRIS A HAMMOND

Dated this 8th day of August 2024.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk